

HEARING DATE: SEPTEMBER 24, 2009

HEARING TIME: 10:00 A.M.

THOMPSON & KNIGHT LLP
Attorneys for Midwest Tool & Die Corp.
919 Third Avenue, 39th Floor
New York, New York 10022
Telephone: (212) 751-3001
Facsimile: (212) 751-3113
Ira Herman (IH-2105)

and

ROTHBERG LOGAN & WARSCO LLP
Attorneys for Midwest Tool & Die Corp.
110 West Berry Street, Suite 2100
P.O. Box 11647
Fort Wayne, IN 46859
Telephone: (260) 422-9454
Facsimile: (260) 422-1622
Mark A. Warsco

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE)	Case No. 05-44481 (RDD)
)	Chapter 11
DELPHI CORPORATION, <i>et al.</i>)	(Jointly Administered)

**MIDWEST TOOL & DIE CORPORATION'S RESPONSE TO
DEBTORS' THIRTY-FIFTH OMNIBUS CLAIMS OBJECTION**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Midwest Tool & Die Corporation ("MTD"), respectfully represents as follows:

1. On or about November 3, 2006, the Debtor and MTD Entered into a Settlement Agreement Between Delphi Automotive Systems, LLC and Midwest Tool & Die Corp. to Permit Setoff of Mutual Prepetition Obligations Under Section 553 of the Bankruptcy Code,

("Settlement Agreement") wherein the Debtor and MTD sought to setoff prepetition claims and debts between Delphi Automotive Systems, LLC, ("DAS") and MTD.

2. MTD alleged that it owed DAS the amount of \$784,062.10 for prepetition services and/or goods provided by DAS and that Delphi owed MTD the amount of \$972,475.54 leaving a difference of \$188,413.44 due and owing to MTD for which MTD filed a Proof of Claim on or about December 1, 2006, in conjunction with the provisions contained in the Settlement Agreement, a copy of which is attached hereto as Exhibit "A."

3. Debtors' Thirty-Fifth Omnibus Claims Objection proposes to reduce MTD's claim from \$188,413.44 to \$41,282.67; however, it does not state a specific basis for the reduction of MTD's claim.

4. Pursuant to MTD's records, the amount of \$188,413.44 remains due and owing to MTD from Delphi after the allowed setoff.

WHEREFORE, Midwest Tool & Die Corporation objects to the treatment of its claim as proposed in the Debtors' Thirty-Fifth Omnibus Claims Objection and asks that the Court allow MTD's claim in the amount of \$188,413.44.

Dated: September 17, 2009

Respectfully submitted,

THOMPSON & KNIGHT LLP
Attorneys for Midwest Tool & Die Corp.

By: /s/ Ira L. Herman
Ira L. Herman (ILH 2105)
919 Third Avenue
39th Floor
New York, NY 10022-3915
Telephone: (212) 751-3045
Facsimile: (214) 999-9139
E-mail: Ira.Herman@tklaw.com

and

ROTHBERG LOGAN & WARSCO LLP

Attorneys for Midwest Tool & Die Corp.

110 West Berry Street, Suite 2100

P.O. Box 11647

Fort Wayne, IN 46859

Telephone: (260) 422-9454

Facsimile: (260) 422-1622

E-mail: mwarSCO@rlwlawfirm.com

Attn: Mark A. Warsco, Esq.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the above and foregoing has been served on the following parties, by deposit in the United States mail, postage pre-paid, this 17th day of September, 2009:

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: General Counsel

Skadden, Arps, Slate, Meagher & Flom LLP
155 N. Wacker Drive
Chicago, IL 60606
Attn: John Wm. Butler, Jr., John K. Lyons and
Joseph N. Wharton

/s/ Ira L. Herman

Ira L. Herman

EXHIBIT A

TOGUT, SEGAL & SEGAL LLP
Bankruptcy Conflicts Counsel for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession,
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000
Neil Berger (NB-3599)

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	-----X	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 [RDD]
	:	
Debtors.	:	(Jointly Administered)
	:	
	-----X	

**SETTLEMENT AGREEMENT BETWEEN DELPHI
AUTOMOTIVE SYSTEMS, LLC AND MIDWEST TOOL & DIE
CORP. TO PERMIT SETOFF OF MUTUAL PREPETITION
OBLIGATIONS UNDER SECTION 553 OF THE BANKRUPTCY CODE**

WHEREAS, on October 8, 2005, Delphi Corporation ("Delphi") and certain of its U.S. subsidiaries (the "Initial Filers") filed voluntary petitions for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and

WHEREAS, on October 14, 2005, three additional U.S. subsidiaries of Delphi (together with the Initial Filers, collectively, the "Debtors") filed voluntary petitions in the Bankruptcy Court for reorganization relief under the Bankruptcy Code; and

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, the Bankruptcy Court entered orders directing the joint administration of the Debtors' chapter 11 cases (Docket Nos. 28 and 404); and

WHEREAS, on October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors; and

WHEREAS, no trustee or examiner has been appointed in the Debtors' cases; and

WHEREAS, the Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2); and

WHEREAS, on October 28, 2005, the Bankruptcy Court entered a final order authorizing the Debtors to, among other things, obtain postpetition financing, utilize cash collateral, and grant adequate protection to prepetition secured parties (the "Final DIP Order"); and

WHEREAS, paragraph 18 of the Final DIP Order establishes, among other things, procedures for creditors to assert setoff and/or recoupment rights; and

WHEREAS, pursuant to the Final DIP Order, by letter dated March 28, 2006 (the "Demand"), Midwest Tool & Die Corp. (the "Claimant") sought authority to exercise a setoff of prepetition claims and debts between Delphi Automotive Systems, LLC ("DAS") and Claimant; and

WHEREAS, in the Demand, Claimant alleges that it owes DAS the amount of \$784,062.10 for prepetition services and/or goods provided by DAS to the Claimant (the "Payable"); and

WHEREAS, in the Demand, Claimant alleges that Delphi owes Claimant the amount of \$972,475.54 for prepetition services and/or goods provided by Claimant to DAS (the "Receivable"); and

WHEREAS, after arm's length negotiations, DAS and Claimant (together, the "Parties") have reconciled the amounts of the Receivable and the Payable, as set forth in the attached Exhibit "1"; and

WHEREAS, the Parties have agreed to settle and resolve the Demand upon the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby stipulate and agree as follows:

1. This agreement (the "Settlement Agreement") constitutes an agreement between the Parties hereto and shall be effective immediately upon its execution by the Parties (the "Effective Date").

2. Exhibit "1" sets forth a full and complete schedule of the invoices (the "Invoices") and the reconciled amounts of the Receivable and Payable that are the subject of the Demand.

3. Upon the Effective Date, Claimant shall be authorized to set off the amount of the Receivable, as reconciled in Exhibit "1", against the amount of the Payable, as reconciled in Exhibit "1", pursuant to section 553 of the Bankruptcy Code (the "Setoff") and paragraph 18 of the Final DIP Order.

4. As the exercise of the Setoff results in a balance due by DAS, Claimant may file in these Chapter 11 cases a general unsecured proof of claim for such amount (the "Claim") , which Claim may be filed no later than 30 days after the Effective Date. Nothing contained herein constitutes any waiver of any right of the Debtors or any other party-in-interest to examine and/or object to the Claim.

5. Except for the Setoff and the settlement memorialized by this Settlement Agreement, the Parties retain all of their other rights, claims, and defenses. For greater certainty, the Parties reserve their rights regarding any outstanding issues or claims that may relate to, or arise from, the Invoices.

6. This Settlement Agreement may not be modified, amended, or terminated, nor any of its provisions waived, except by an agreement in writing signed by all of the Parties.

7. The agreements, terms, and provisions contained in this Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties and their

respective legal representatives, predecessors, successors, and assigns, including any trustee appointed in these chapter 11 cases.

8. It is expressly understood and agreed that the terms hereof, including the recital paragraphs, are contractual; that the agreement herein contained and the consideration transferred hereunder is to compromise the Demand and to avoid litigation; and that no statement made herein, payment, release, or other consideration given shall be construed as an admission by the Parties of any kind or nature whatsoever.

9. This Settlement Agreement constitutes the entire agreement between the Parties regarding the resolution of the Setoff and supersedes all other prior agreements and understandings, both written and oral, between the Parties regarding the Setoff.

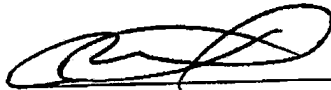
10. The signatories below represent that they are authorized to enter into this Settlement Agreement.

11. This Settlement Agreement may be executed in counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. The Bankruptcy Court shall retain original and exclusive jurisdiction over the Parties to interpret and enforce the terms of this Settlement Agreement and to resolve any disputes in connection herewith.

Dated: New York, New York
November 6, 2006

DELPHI CORPORATION, et al.,
Debtors and Debtors-in-Possession,
By their Bankruptcy Conflicts Counsel,
TOGUT, SEGAL & SEGAL LLP,
By:

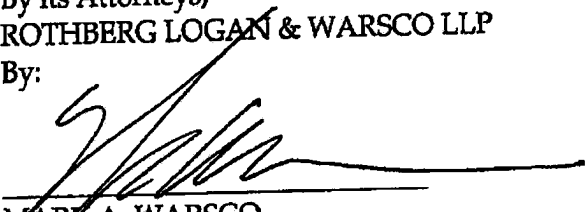


NEIL BERGER (NB-3599)
A Member of the Firm
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000

[signatures concluded on following page]

Dated: Fort Wayne, Indiana
November 3, 2006

Midwest Tool & Die Corporation
By its Attorneys,
ROTHBERG LOGAN & WARSCO LLP
By:



MARK A. WARSCO
2100 National City Center
110 West Berry Street
Fort Wayne, Indiana 46802
(260) 422-9454

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		SECOND AMENDED PROOF OF CLAIM
Name of Debtor DELPHI CORPORATION, et al.	Case No. 05-44481 (RDD)	THIS SPACE IS FOR COURT USE ONLY
Name of the Creditor (the person or other entity to whom the debtor owes money or property): MIDWEST TOOL & DIE CORP.		
Name and address where notices should be sent: ROTHBERG LOGAN & WARSCO LLP Attn: Mark A. Warsco P.O. Box 11647 Fort Wayne, Indiana 46859-1647 Telephone number: (260) 422-9454		
Account or other number by which creditor identifies debtor:	Check here if this claim <input type="checkbox"/> replaces <input checked="" type="checkbox"/> amends previously filed claims, dated: February 14, 2006 and March 10, 2006	
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: May 25, 2005	3. If court judgment, date obtained:	
4. Total amount of Claim at Time Case Filed: <u>\$188,413.44</u> (unsecured) (secured) (priority) <u>\$188,413.44</u> (total)		
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other - _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	7. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). * Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.	
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date 11-28-2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): MIDWEST TOOL & DIE CORP. X Duane Bobay, Accounting Manager	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

Invoice

Invoice Number:
PRE-PETITION

Invoice Date:
Nov 25, 2006

Page:
1

Midwest Tool & Die, Corp.
327 Ley Road
Fort Wayne, IN 46825
USA

Voice: (260)483-4282
Fax: (260)471-8519

Duplicate

Sold To: Delphi Packard Electric
EAG Disbursement Services
P.O. Box 1550
Flint, MI 48501-1550
USA

Ship to:
Delphi Automotive System
PRE-PETITION BALANCE DUE
655 North River Road
Warren, OH 44483
USA

Customer ID		Customer PO		Payment Terms	
Delphi/Stamping				Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		PJAX			12/25/06
Quantity	U.O.M.	Item	Description	Unit Price	Extension
1.000			PRE-PETITION BALANCE DUE AS OF 10/8/05. DETAIL ATTACHED.	188,413.44	188,413.44

Check/Credit Memo No:

Sul total	188,413.44
Sales Tax	
Total Invoice Amount	188,413.44
Payment/Credit Applied	
TOTAL	188,413.44

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11/28/06 at 10:44:05.89

Midwest Tool & Die, Corp.
Aged Receivables
As of Nov 30, 2006

Filter Criteria includes: 1) IDs: Delphi/Vanguard. Report order is by ID. Report is printed in Detail Format.

Customer	Invoice#	0-30	31-60	61-90	Over 90 day	Amount Due	Date
Delphi A.S. - Vanguard	6922				168.00	168.00	9/2/05
	6924				336.00	336.00	9/2/05
	6923				168.00	168.00	9/2/05
	6934				336.00	336.00	9/9/05
	6930				1,187.00	1,187.00	9/9/05
	6942				954.00	954.00	9/9/05
	6947				112.00	112.00	9/9/05
	6928				624.00	624.00	9/9/05
	6932				3,762.00	3,762.00	9/9/05
	6939				10,631.00	10,631.00	9/9/05
	6937				6,763.00	6,763.00	9/9/05
	6945				2,548.00	2,548.00	9/9/05
	6944				793.00	793.00	9/9/05
	6964				2,226.00	2,226.00	9/16/05
	6967				8,435.00	8,435.00	9/16/05
	6965				112.00	112.00	9/16/05
	6966				316.00	316.00	9/16/05
	6966				224.00	224.00	9/16/05
	6987				375.00	375.00	9/16/05
	6989				75.00	75.00	9/16/05
	6985				580.00	580.00	9/16/05
	6960				530.00	530.00	9/16/05
	6955				1,848.00	1,848.00	9/16/05
	6977				9,310.00	9,310.00	9/16/05
	6962				9,979.00	9,979.00	9/16/05
	6999				794.00	794.00	9/23/05
	6981				11,400.00	11,400.00	9/23/05
	6996				125.00	125.00	9/23/05
	7002				448.00	448.00	9/23/05
	7015				1,850.00	1,850.00	9/23/05
	7010				75.00	75.00	9/23/05
	7009				224.00	224.00	9/23/05
	7019				448.00	448.00	9/23/05
	7020				263.00	263.00	9/23/05
	7006				872.00	872.00	9/23/05
	7011				75.00	75.00	9/23/05
	6997				115.00	115.00	9/23/05
	6993				1,038.00	1,038.00	9/23/05
	6998				1,905.00	1,905.00	9/23/05
	6994				694.00	694.00	9/23/05
	7003				1,830.00	1,830.00	9/23/05
	7008				711.00	711.00	9/23/05
	7012				1,630.00	1,630.00	9/23/05
	7018				1,308.00	1,308.00	9/23/05
	7025				625.00	625.00	9/23/05
	7016				345.00	345.00	9/23/05
	7034				898.00	898.00	9/30/05
	7037				594.00	594.00	9/30/05
	7044				4,494.00	4,494.00	9/30/05
	7047				3,972.00	3,972.00	9/30/05
	7045				263.00	263.00	9/30/05
	7058				318.00	318.00	9/30/05
	7053				1,968.00	1,968.00	9/30/05
	7055				198.00	198.00	9/30/05
	7038				780.00	780.00	9/30/05
	7031				3,880.00	3,880.00	9/30/05
	7050				1,792.00	1,792.00	9/30/05
	7049				356.00	356.00	9/30/05
	7040				1,050.00	1,050.00	9/30/05
	7048				786.00	786.00	9/30/05
	7052				3,840.00	3,840.00	9/30/05
	7041				578.00	578.00	9/30/05
	6902				672.00	672.00	10/1/05
	7065				649.00	649.00	10/7/05

11/25/06 at 10:44:06.96

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Midwest Tool & Die, Corp.
Aged Receivables
As of Nov 30, 2006

Filter Criteria includes: 1) IDs: Delphi/Vanguard. Report order is by ID. Report is printed in Detail Format.

Customer	Invoice/	0-30	31-60	61-90	Over 90	Amount Due	Date
	7083				3.17	3,173.00	10/7/05
	7080				1.75	1,756.00	10/7/05
	7060				40	494.00	10/7/05
	7066				12	125.00	10/7/05
	7079				40	405.00	10/7/05
	7081				1.53	1,532.00	10/7/05
	7086				290	290.00	10/7/05
	7076				198	198.00	10/7/05
	7027				840	840.00	10/7/05
	7061				1,440	1,440.00	10/7/05
	7082				1,500	1,500.00	10/7/05
	7067				3,360	3,360.00	10/7/05
	7063				95	95.00	10/7/05
	7064				3.5	3,550.00	10/7/05
	7074				1.2	1,219.00	10/7/05
	7077				7.6	7,644.00	10/7/05
	7082				2.2	2,240.00	10/7/05
	7085				4	474.00	10/7/05
	6888				6	636.00	11/3/05
	7119				3	353.00	11/3/05
					147.56	147,589.00	
					147.56	147,589.00	

Delphi A.S. - Vanguard

SMALL TOOLING

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11/21/06 at 10:13:09.71

Midwest Tool & Die, Corp.
Aged Receivables
As of Nov 30, 2006

Filter Criteria includes: 1) IDs: Delphi/Tooling. Report order is by ID. Report is printed in Detail Format.

Customer	Invoice/C	0-30	31-60	61-90	Over 90	Amount Due	Date
Delphi Automotive	60438				43,502.00	43,502.00	8/10/05
	6884				7,045.00	7,045.00	8/10/05
	68507				5,640.00	5,640.00	8/28/05
	6851				2,425.00	2,425.00	9/16/05
	6852				11,995.00	11,995.00	9/16/05
	6892				13,815.00	13,815.00	9/23/05
	60139				2,615.00	2,615.00	9/30/05
	7072				323.00	323.00	10/7/05
	7087				3,105.00	3,105.00	10/7/05
					62,425.00	62,425.00	
					62,425.00	62,425.00	

Delphi Automotive

REG. TOOLING